

JANUARY 15, 2008MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

E360INSIGHT, LLC,)
Plaintiff,)
) Case No.
v.)
) Jury Trial Demanded
COMCAST CORPORATION,)
Defendant.)

08 C 340**JUDGE ZAGEL
MAGISTRATE JUDGE MASON****COMPLAINT**

NOW COMES, Plaintiff, e360Insight, LLC, by and through its attorneys, Carla E. Buterman of the Law Office of Carla E. Buterman and Joseph L. Kish of Synergy Law Group, L.L.C., and for its Complaint against Defendant Comcast Corporation, states as follows:

PARTIES

1. e360Insight, LLC (hereafter "e360") is an Illinois limited liability corporation located in Wheeling, Illinois. e360 is an internet marketing company.
2. Comcast Corporation (hereafter "Comcast") is a Pennsylvania corporation principally located in Philadelphia Pennsylvania. Comcast is an internet service provider.

JURISDICTION

3. Jurisdiction is proper and based on 28 USC § 1332 as the parties are citizens of and principally located in separate states and the amount in controversy exceeds seventy-five thousand dollars. Jurisdiction is also proper based on 28 USC § 1331 as this action arises under 18 USC § 1030, The Computer Fraud and Abuse Act.

FACTS

4. e360 is an email marketing company whose business practices have, at all times relevant to the allegations in this Complaint, complied with, and continue to comply, with all

federal and state requirements, laws and standards pertaining to the sending of commercial email, including the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, 15 USC § 7701 (“CAN-SPAM”).

5. e360 delivers its messages to its customers at addresses provided by said customers. The customers thus require e360 to use Internet Service Providers (“ISPs”), such as Comcast. At all times relevant to the claims asserted in this Complaint, e360 has complied, and continues to comply, with all Accepted Use Policies and Terms Of Service agreements stated by Comcast.

6. e360 has at all times relevant to the claims asserted in this Complaint, complied, and continues to comply, with all Accepted Use Policies and Terms Of Service agreements stated by Comcast.

7. e360 is hired by and partners with companies that wish to market their products or services using the internet. This marketing is targeted to persons “opting in” to a list whereby they agree to accept email announcements and/or advertisements. These persons sign up at websites owned by e360 or at websites owned by e360’s marketing partners. e360 then may attempt to verify the desire to receive emails utilizing a “double opt-in” process, which involves sending a confirmatory email allowing the customer to affirm or terminate its decision to receive marketing emails. Those customers who affirm their interest in receiving email messages are included in subsequent email messages until they unsubscribe at a later date or until e360 receives bounce information (showing the email account in question is closed) from Comcast.

8. e360 provides the consumer the ability to “opt-out” of receiving emails in every email sent and promptly complies with every request made by a consumer.

9. e360 does not engage in “spamming,” which is essentially the digital equivalent of sending junk mail that is not requested. e360 only sends email messages to persons who first sign up or opt-in and provide their email address to e360 or to one of e360’s marketing partners. e360 employs a variety of permission processes that it controls and that its marketing partners use to obtain permission from and provide notice to the consumer that received the email.

10. e360 has been approved by ReturnPath, a leading provider of reputation monitoring services to the ISP community, including Microsoft/Hotmail. In an independent audit of e360’s mailing practices, ReturnPath approved e360 for the SenderScore Certification Program, which is Return Path’s highest level of certification among legitimate email marketers.

11. Comcast is an internet service provider (“ISP”) that provides email service to its customers and who has agreed to act as an intermediary in delivering and receiving emails on behalf of its customers.

12. Comcast provides to its customers and the public on its website Acceptable Use Policy, Abuse Policy and Agreement for Services, attached and incorporated into this Complaint as Exhibit A.

13. At all relevant times, e360 has complied with Comcast’s Acceptable Use and Abuse Policies.

14. At all relevant times, and commencing as early as 2005, Comcast regularly blocked emails e360 has repeatedly attempted to send to emails to Comcast customers (who have signed up to receive such emails,) including some of who have double-confirmed their wish to receive the emails. Such blocking by Comcast interferes with e360’s ability to do business and interferes with e360’s business relationship with its customers who use Comcast.

15. All instances where Comcast has blocked e360 email addresses are too voluminous to mention in this complaint. As a recent example, Comcast blocked virtually all of e360's email messages on August 23, 2007. e360 attempted to send email messages to its customers, including those who have "double-confirmed" their interest in receiving e360's email messages. e360 used IP address 63.210.103.209 to connect to Comcast's mail servers. e360 received the following error message from Comcast for all of the messages e360 attempted to send.

"550 5.2.0 63.210.103.209 blocked by ldap:ou=rblmx,dc=comcast,dc=net -> BL004 Blocked for spam. Please see http://www.comcast.net/help/faq/index.jsp?faq=SecurityMail_Policy18628"

By following the link provided in the Comcast error message, e360 was directed to the following information on Comcast's website:

"Mail to Comcast is rejected and is returned with an error message containing the code BL004. What does this mean?

Our filters have determined that email from your mail server has been sent in patterns which are characteristic of spam. In an effort to protect subscribers, your mail server has been blocked from sending email to the Comcast network. Mail servers are typically shared by many users so it may be the case that another party using your mail server has sent spam, even if you have not."

16. e360 cannot reasonably ascertain how its messages may have been sent "in patterns which are characteristic of spam." Comcast refuses to provide e360 with any information as to how e360 could modify its email messages to avoid triggering the block of its rightfully sent email messages or the delivery of this error message.

17. e360 has on numerous occasions contacted Comcast in attempts to get Comcast to allow e360's email to get through to its customers. Comcast has refused to allow such emails.

18. At all relevant times, and possibly commencing as early as 2005, Comcast has regularly held or severely and significantly delayed emails e360 has attempted to send to

Comcast customers who have signed up to receive such emails, and refused to release such emails, a practice commonly known as “tar-pitting” and is type of “denial of service attack” on e360’s mail servers. Comcast regularly transmits bogus response data in an attempt to lock up e360’s connections in order to slow or incapacitate e360’s mail servers. e360’s sending mail servers track and report average response time for each recipient domain. The average response time is defined as the time it takes for the recipient domain to process a message; to receive the message and to acknowledge receipt. As recently as December 11, 2007, e360 recorded an average response time of 18,433 seconds or 5.1 hours to process a single email message. During this time, Comcast’s mail servers transmit bogus response information to keep the connective active and to erode e360’s system capacity. In doing so, Comcast has interfered with e360’s ability to send email, not just to Comcast customers who are also e360 customers, but to all e360 customers by shutting down e360’s servers.

19. At all times relevant hereto, and commencing as early as 2005, Comcast has regularly blocked emails e360 has attempted to send to Comcast customers who have signed up to receive such emails, some of who have double-confirmed that they wish to receive the emails on the grounds that such emails contain specific words or phrases, such as “free”. Such arbitrary censorship by Comcast violates e360’s First Amendment rights and is an unacceptable infringement of e360’s commercial speech based on content.

20. Comcast uses multiple email filters, including third-party companies and internal blacklists, to filter and block emails. Comcast uses Spamhaus SBL/XBL/ZEN, a London based self-appointed internet “watch dog” company to monitor and screen emails on its systems. Comcast’s use of the Spamhaus blacklists is documented on Comcast’s website (http://www.comcast.net/help/faq/index.jsp?faq=SecurityMail_Policy18627). Spamhaus

mistakenly listed e360 as a spammer on its ROKSO list, SBL blocklist and Zen blocklist despite being repeatedly told of its error. Spamhaus has since removed e360 from its lists per a Court Order but occasionally violates the Order. On March 5, 2007, e360 notified Comcast that Comcast's use of the Spamhaus blacklist was improperly blocking e360's email messages and was improperly interfering with e360's legitimate business. e360 provided copies of the judgment and permanent injunction against Spamhaus from United States District Court case number 06 C 3958. Notification was sent to Comcast legal counsel via FedEx tracking number 798120681231. e360 did not receive a response from Comcast. Attached and incorporated into this Complaint as Exhibit B is a copy of the March 5, 2007 letter.

21. Comcast has blocked and continues to block emails sent by e360 to its customers based on the Spamhaus listing above even after being told of the error. As of the date of this filing, the most recent incidence of improper blocking by Comcast via the Spamhaus blacklist was December 9, 2007.

22. Comcast has blocked and continues to block emails sent by e360 to its customers based on other third-party and internal blacklists and other software filters supplied by third-parties. Some of the known blocking technologies used by Comcast include MAPS by TrendMicro and Brightmail by Symantec.

23. Comcast has engaged in 'denial-of-service' attacks on e360's network and computer system by consuming, destroying, altering or withholding emails sent by e360 to its customers. Such attacks overwhelm and disable e360's network and prevent them from sending or receiving emails from e360's consumers in an attempt to halt e360's business.

24. Comcast has transmitted fraudulent bounce information to e360's mail servers specific to email addresses contained on e360's opt-in marketing list. The responses sent by

Comcast mail servers to e360 are fraudulent because they contain information indicating that the email address is invalid and not active. As an email marketer, e360 relies on bounce information from Comcast's mail servers to determine whether e360's customer email addresses are still active and deliverable. e360 has information and reason to believe Comcast is intentionally transmitting fraudulent bounce information to e360 in an attempt to discourage e360 from sending additional email messages. By transmitting fraudulent bounce information, Comcast is effectively destroying e360's proprietary assets and the value contained in e360's opt-in database of email addresses. Such statements are made on information and belief as only Comcast has access to and knowledge of the accounts it has and will not allow e360's emails to be delivered regardless of account activity.

COUNT I
(Tortious Interference with Prospective Economic Advantage)

25. Plaintiff re-alleges and incorporates by reference each of the allegations set forth in paragraphs 1 to 24 as if fully stated herein.

26. Under Illinois law, "the tort of interference with prospective economic advantage has four elements: (1) plaintiff must have a reasonable expectancy of a valid business relationship with a third party; (2) defendant must know of the prospective business relationship; (3) defendant must intentionally interfere with the prospective business relationship such that the prospective business relationship never materializes; and (4) the interference must damage the plaintiff. *Lynch Ford, Inc. v. Ford Motor Co.*, 957 F. Supp. 142, 145-146 (N.D.Ill 1997).

27. e360 only sends emails to consumers who: a) purchase goods and services from its proprietary company owned website; or b) sign-up to receive emails either through e360 or through one of its marketing partners. As such, e360 only sends emails to individuals who have done business with e360 or who have expressed an interest in doing business with e360 or its

marketing partners. Thus, e360 has a reasonable expectation of valid business relationship with the consumers it emails.

28. Comcast, an internet service provider, has agreed to act and is compensated for acting as an intermediary in delivering the email sent by and to its customers. Comcast has no right to interfere in the business relationship between e360 and its clients or potential clients.

29. Comcast has knowledge of the e360's prospective business relationships with Comcast users. Indeed, Comcast has been notified numerous times by e360 of e360's attempts to contact e360's customers and potential customers.

30. Comcast has intentionally interfered with e360's prospective business relationships by blocking the emails e360 has sent or tried to send to its customers. Despite being notified on numerous occasions by e360 of such interference, Comcast has refused to stop interfering in e360's prospective business relationships.

31. Comcast's 'denial of service' attacks interfere with e360's ability to send emails to any of its clients or potential clients thereby interfering with e360's business relationship with its clients. Such attacks cause significant damage to e360 by preventing it from communicating with its clients or potential clients.

32. Comcast blocking e360's emails to its clients and potential clients interferes with e360's prospective business relationships with its clients and potential clients such that those relationships never materialize.

33. Comcast's refusal to allow e360 to communicate with any its clients and potential clients interferes with e360's business relationship with its clients and potential clients.

34. Comcast's interference with e360's business relationships causes e360 significant damage. e360 estimates the damage to exceed \$4.5 million per year from 2005 through 2007.

35. The acts complained of were and continue to be done willfully or with such gross negligence as indicate Comcast's reckless disregard of e360's rights. e360 is therefore entitled to punitive damages from Comcast.

WHEREFORE, Plaintiff, e360Insight LLC, requests that this Court enter a judgment in its favor and against Comcast as follows:

- (a) Compensatory damages in the amount of \$9,000,000.00;
- (b) Injunctive relief requiring Comcast to stop interfering with e360's prospective business relationship and stop blocking e360's emails sent to its customers and potential customers;
- (c) Punitive damages to be determined; and
- (d) Any other relief as the Court deems just and proper.

COUNT II
(Violation of Computer Fraud and Abuse Act)

36. Plaintiff re-alleges and incorporates by reference each of the allegations set forth in paragraphs 1 to 24 as if fully stated herein.

37. The Computer Fraud and Abuse Act (hereafter "Act") prohibits anyone from:
 (i)"knowingly caus[ing] the transmission of a program, information, code, or command, as a result of such conduct, intentionally caus[ing] damage without authorization, to a protected computer....or...(iii)intentionally access[ing] a protected computer without authorization, and as a result of such conduct, causes damage. 18 U.S.C. § 1030(a)(5)(A)(i) and (iii).

38. The Act also requires that the "loss to 1 or more persons during any 1-year period...aggregating at least \$5,000 in value." 18 U.S.C. § 1030(a)(5)(B)(i).

39. Under the Act, any person who suffers damage or loss by reason of a violation of the Act may obtain compensatory damages, economic damages and injunctive relief. 18 U.S.C. § 1030(g).

40. Comcast intentionally and knowingly engaged in denial of service attacks upon e360's system by slowing process times of its emails by hours. Such delay slowed and all but stopped e360's systems from being able to function. This intentional damage to e360 prevented e360 from being able to do business and cost e360 in terms of lost business along with excessive wear and tear on e360's systems and incremental infrastructure costs to overcome the system load created by Comcast's denial of service attacks.

41. e360 relies on Comcast to provide accurate and truthful information regarding the deliverability of mail and the activity status of email addresses of Comcast customers on e360's emailing list. In fact, e360 has no other resource available to it to obtain this accurate information and thus requires Comcast's cooperation in providing reliable, accurate information.

42. Comcast frequently transmits false bounce information to e360's mail servers. When Comcast transmits false information on the status of an email account, e360's removes the address from its mailing and updates its database to reflect that the email is no longer valid.

43. When Comcast provides false information regarding an email account to e360 and causes e360 to remove an active email address from its database, Comcast's actions have directly resulted in the destruction of e360's proprietary data and asset, its database.

44. e360 estimates that such denial of service attacks upon its systems have cost it five hundred ninety-one thousand two hundred (\$591,200.00) dollars.

45. e360 estimates that Comcast false bounce information and destruction of its email database has caused it \$2,498,924.00 dollars.

46. The acts complained of were and continue to be done willfully or with such gross negligence as indicate Comcast's reckless disregard of e360's rights. e360 is therefore entitled to punitive damages from Comcast.

WHEREFORE, Plaintiff, e360Insight LLC, requests that this Court enter a judgment in its favor and against Comcast as follows:

- (a) Compensatory damages in the amount of \$3,090,124.00;
- (b) Injunctive relief requiring Comcast to stop denial of service attacks upon e360's systems and prevent Comcast from transmitting fraudulent bounce information to e360's email servers;
- (c) Punitive damages to be determined;
- (d) Substantial attorney fees and costs to be determined; and
- (e) Any other relief as the Court deems just and proper.

COUNT III
(Violation of First Amendment Rights)

47. Plaintiff re-alleges and incorporates by reference each of the allegations set forth in paragraphs 1 to 24 as if fully stated herein.

48. Commercial speech is entitled to First Amendment protection as long as it concerns lawful activity and it not misleading. *Virginia Bd. Of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748 (1976). "Indeed, we recognized that a "particular consumer's interest in the free flow of commercial information...may be as keen, if not keener by far, than his interest in the day's most urgent political debate." *Id.* at 763.

49. It is also recognized that commercial communication "that does no more than propose a commercial transaction is entitled to the coverage of the First Amendment." *Edenfield v. Fane*, 507 U.S. 761, 767 (1993).

50. e360 has the right to send commercial emails to its consumers and consumers who have asked or agreed to receive its emails. e360's emails concern only lawful activity and are not misleading.

51. Comcast's arbitrary and capricious use of its network to systematically deny e360 the ability to send commercial emails to its customers and consumers who have asked to or agreed to receive such emails is a violation of e360's First Amendment rights.

52. Comcast's actions have caused significant damage to e360's ability to communicate and do business with its customers. Specifically, since e360 is an email marketer, e360 has no other way to communicate to its customers who subscribe to or have their email through Comcast. This loss of communication in the marketplace harms not only e360 but also all of its customers.

53. The acts complained of were and continue to be done willfully or with such gross negligence as indicate Comcast's reckless disregard of e360's rights. e360 is therefore entitled to punitive damages from Comcast.

WHEREFORE, Plaintiff, e360Insight LLC, requests that this Court enter a judgment in its favor and against Comcast as follows:

- (a) Compensatory damages in the amount of \$500,000.00;
- (b) Injunctive relief requiring Comcast to allow e360 the ability to communicate with its customers;
- (c) Punitive damages to be determined; and
- (d) Any other relief as the Court deems just and proper.

COUNT IV
(Unfair Competition and Business Practices)

54. Plaintiff re-alleges and incorporates by reference each of the allegations set forth in paragraphs 1 to 24 as if fully stated herein.

55. In Illinois, it is unlawful for any business to use unfair methods of competition and business practices, including but not limited to the use or employment of any false pretense, false promise or misrepresentation, in the conduct of trade or business. 815 ILCS 505/2.

56. Comcast provides to its customers and the public on its website Acceptable Use Policy, Abuse Policy and Agreement for Services. Implicit in these policies is the understanding that if one complies with the Comcast's policies, the mail sent will be delivered.

57. Although e360 has complied with Comcast's polices at all times, Comcast has refused to comply with their own policies and deliver the mail sent by e360.

58. At the same time that Comcast is blocking e360's email messages that are compliant with Comcast's polices, Comcast is allowing other email marketers with substantially similar business practices as those employed by e360 to send email messages to Comcast's customers.

59. Comcast's refusal to deliver email sent by e360 while allowing its competitors to freely transmit email puts e360 at a disadvantage and creates an un-level playing field on which e360 must compete.

60. Upon information and belief, Comcast has made agreements, either written or verbal, to allow certain email marketers to send or transmit email without interruption regardless of whether such email meets Comcast's Acceptable Use policy. Based on these agreements, Comcast has applied its policies with certain email marketers in a way that is materially different than Comcast's application of its policies to e360's email messages. Such statement is made upon information and belief because only Comcast can verify with whom they have agreements with to allow mail to be sent to their customers.

61. Comcast's refusal to create a fair playing field for legitimate email marketers to compete has caused serious damage to e360's business and damaged its reputation.

62. The acts complained of were and continue to be done willfully or with such gross negligence as indicate Comcast's reckless disregard of e360's rights. e360 is therefore entitled to punitive damages from Comcast.

WHEREFORE, Plaintiff, e360Insight LLC, requests that this Court enter a judgment in its favor and against Comcast as follows:

- (a) Compensatory damages in the amount of \$9,000,000.00;
- (b) Injunctive relief requiring Comcast to allow e360 the ability to communicate with its customers;
- (c) Punitive damages to be determined; and
- (d) Any other relief as the Court deems just and proper.

Respectfully submitted,

e360Insight, LLC.,

By: /s/ Joseph L. Kish
One of Its Attorneys

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

E360INSIGHT, LLC,)
)
Plaintiff,)
) Case No.
v.)
) Jury Trial Demanded
COMCAST CORPORATION,)
)
Defendant.)

JURY DEMAND

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY.

Respectfully submitted,

e360Insight, LLC.,

By: /s/ Joseph L. Kish
One of Its Attorneys

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EXHIBIT A

COMCAST ABUSE POLICY

-taken from www.comcast.net/terms/abuse.jsp on January 3, 2008

The Comcast IP Network Abuse Department is responsible for supporting and enforcing the policies set forth in the Comcast Acceptable Use Policy ("AUP") and Comcast High-Speed Internet ("HSI") Service Customer Agreement ("Customer Agreement"). The policies set forth in the AUP and Customer Agreement have been put in place to protect the Comcast Network and Comcast High-Speed Internet service customers from the adverse impact that can result from intentional violations of the AUP and/or Customer Agreement. If you believe you have been the victim of activities which are in violation of the Comcast AUP or the Customer Agreement, the Comcast Network Abuse Department will take appropriate action to investigate and attempt to resolve the alleged violation.

If you feel that you have been a victim of Internet abuse which took place in part or completely on the Comcast Network, please report the incident to abuse@comcast.net. Make sure to include the date and time of the incident, log files, spam examples or any other information that may be useful to the investigation and verification of the incident as well as your name and phone number or e-mail address so we may contact you directly.

Listed below are typical types and examples of activities which are in violation of the Comcast AUP and the Customer Agreement. If you are unsure whether you have been the victim of Internet abuse, the following examples may help in your determination. You may also refer directly to the Comcast AUP and Subscriber Agreement

Illegal Activities Any activity which violates local, state, federal or international law. *Examples include: Posting or disseminating illegal material (such as child pornography or obscene material) or using the Comcast Network to facilitate pyramid or other illegal solicitation schemes.*

Security Attempting to gain unauthorized access to the Comcast network, Comcast subscriber or a Comcast affiliated service provider's network resources; attempting to disrupt network services or services of external networks using the Comcast High-Speed Internet service; attempting to gather third party personal information without consent. *Examples include: DoS attacks,*

computer virus distribution or the transmission of any other software or application that contains features harmful to the Comcast network or Comcast's subscribers or any other network service provider's subscribers.

Inappropriate Content Distribution of content which is inappropriate for its intended recipient. *Examples include: Distributing inappropriate content to minors and posting content that Comcast deems offensive on personal Web space.*

Electronic Mail Any e-mail related infractions. *Examples include: Sending unsolicited bulk mail or 'spam'; sending e-mail that contains threatening, abusive, illegal or libelous material.*

Instant Messaging Inappropriate use or misuse of instant messaging applications on the Comcast network. *Examples include: Sending instant messages that contain threatening, abusive, illegal or libelous material.*

Web Space Inappropriate use or misuse of personal Web space provided by Comcast or Comcast affiliates. *Posting illegal or inappropriate material such as child pornography or material that violates the privacy rights or property rights of others.*

Bandwidth, Data Storage and Other limitations Use of the Comcast network infrastructure in a manner that (i) exceeds the then current bandwidth, data storage or other limitations on the Comcast High-Speed Internet service or (ii) puts an excessive burden on the limitations of the network. *Examples include: Using the Comcast network to run a Web-hosting server or any other commercial enterprise.*

COMCAST HIGH-SPEED INTERNET ACCEPTABLE USE POLICY

-taken from www.comcast.net/terms/use.jsp

Important Note: Comcast may revise this Acceptable Use Policy (the "Policy") from time to time without notice by posting a new version of this document on the Comcast Web site at <http://www.comcast.net> (or any successor URL(s)). All revised copies of the Policy are effective immediately upon posting. Accordingly, customers and users of the Comcast High-Speed Internet Service should regularly visit our web site and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy and complaints of violations of it by Comcast customers and users can be directed to <http://www.comcast.net/help/contact/>.

It is Comcast's intent to provide our customers with the best cable Internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy (the "AUP" or "Policy"). This Policy outlines acceptable use of the Comcast High-Speed Internet service (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the Comcast High-Speed Internet Subscriber Agreement (the "Subscriber Agreement"). All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Subscriber Agreement.

It is the responsibility of all Comcast High-Speed Internet customers and all others who have access to Comcast's network ("customer," "you," or "your"), to comply with this AUP and all Comcast policies. As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other Comcast policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Service and notify Comcast so that your account may be closed.

Note: Comcast reserves the right to immediately terminate the Service and the Subscriber Agreement if you engage in any of the prohibited activities listed in this AUP or if you use the

Comcast Equipment or Service in a way which is contrary to any Comcast policies or any of Comcast's suppliers' policies. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

PROHIBITED USES AND ACTIVITIES

Prohibited uses include, but are not limited to, using the Service, Customer Equipment, or the Comcast Equipment to:

- i. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- ii. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- iii. access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;
- iv. use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- v. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;

- vi. copy, distribute, or sublicense any software provided in connection with the Service by Comcast or any third party, except that you may make one copy of each software program for back-up purposes only;
- vii. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- viii. restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;
- ix. resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (i.e. wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-Comcast local area network or wide area network;
- x. connect multiple computers behind the cable modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;
- xi. transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- xii. send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;
- xiii. distribute programs that remove locks or time-outs built into software (cracks);
- xiv. run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of your Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- xv. initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

- xvi. participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- xvii. collect responses from unsolicited messages;
- xviii. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- xix. service, alter, modify, or tamper with the Comcast Equipment or Service or permit any other person to do the same who is not authorized by Comcast;
- xx. connect the Comcast Equipment to any computer outside of your Premises;
- xi. collect, or attempt to collect, personal information about third parties without their consent;
- xxii. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and
- xxiii. violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

SECURITY

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Comcast recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Comcast and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

INAPPROPRIATE CONTENT AND TRANSMISSIONS

Comcast reserves the right, but not the obligation, to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be

offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

ELECTRONIC MAIL

The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference Comcast or the Comcast network (e.g. by including "Organization: Comcast" in the header or by using an IP address that belongs to Comcast or the Comcast network) in any unsolicited e-mail even if that e-mail is not sent through the Comcast network or Service.

Comcast is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Comcast is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Comcast's sole discretion. In the event that Comcast believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Comcast (i) reserves the right to block access to and prevent the use of any such identifier and (ii) may at any time require any customer to change his or her identifier. In addition, Comcast may at any time reserve any

identifiers on the Service for Comcast's own purposes.

NEWSGROUPS

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. Comcast reserves the right to discontinue access to any newsgroup at any time for any reason. Comcast permits users of the Service to download a maximum of two gigabytes (2GB) of newsgroup content in any one month, unless users are subject to a Service plan that permits downloading more newsgroup content.

INSTANT MESSAGES AND VIDEO MESSAGES

Users alone are responsible for the contents of their instant messages and video messages and the consequences of any such messages. Comcast assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages or video messages.

PERSONAL WEB PAGE AND FILE STORAGE

As part of the Service, Comcast provides you with access to personal Web pages and storage space through the Personal Web Pages and Online Storage features (collectively, the "Personal Web Features"). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You must ensure that the intended recipient of any content made available through the Personal Web Features is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Comcast reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or

property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Comcast may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Service if we determine that you have violated the terms of this Policy.

NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS

Comcast may provide versions of the Service with different speeds and bandwidth usage limitations, among other characteristics, subject to applicable Service plans. You shall ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other user's use of the Service, nor represent (in the sole judgment of Comcast) an overly large burden on the network. In addition, you shall ensure that your use of the Service does not restrict, inhibit, interfere with, disrupt, degrade, or impede Comcast's ability to deliver and provide the Service and monitor the Service, backbone, network nodes, and/or other network services.

You further agree to comply with all Comcast network, bandwidth, and data storage and usage limitations. You shall ensure that your bandwidth consumption using the Service does not exceed the limitations that are now in effect or may be established in the future. If your use of the Service results in the consumption of bandwidth in excess of the applicable limitations, that is a violation of this Policy. In such cases, Comcast may, in its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of the Service with higher bandwidth usage limitations if you wish to continue to use the Service at higher bandwidth consumption levels.

In addition, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

COPYRIGHT INFRINGEMENT

Comcast is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Comcast's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Comcast believes in its sole discretion is infringing these rights. Comcast may terminate the Service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending Comcast's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Comcast's receipt of a satisfactory notice of claimed infringement for these works, Comcast will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Comcast will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s). If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Comcast. Upon Comcast's receipt of a counter notification that satisfies the requirements of DMCA, Comcast will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Comcast will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Comcast a notification of claimed infringement to report alleged

infringements of their works to:

G. Lipscomb and C. Padgett Comcast Cable Communications, LLC 650 Centerton Road Moorestown, NJ 08057 U.S.A. Phone: (856) 317-7272 Fax: (856) 317-7319 E-mail: dmca@comcast.net

Copyright owners may view and print a notification of claimed infringement form in **HTML** format. Complete the form and return it to Comcast. Comcast doesn't require that you use this form, and copyright owners may use their own notification of claimed infringement form that satisfies the requirements of **Section 512(c)(3)** of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Comcast, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Comcast's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of **Section 512(g)(3)** of the U.S. Copyright Act.

VIOLATION OF ACCEPTABLE USE POLICY

Comcast does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although Comcast has no obligation to monitor the Service and/or the network, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and Comcast users.

Comcast prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that Comcast or its suppliers, in their sole discretion, believe violate this AUP, Comcast or its suppliers may take any responsive actions

they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Comcast nor its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical action it deems appropriate.

Comcast reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Comcast's servers and network. During an investigation, Comcast may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize Comcast and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include Comcast providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, Comcast is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of Comcast or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted Comcast policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

COMCAST AGREEMENT FOR RESIDENTIAL SERVICES

-taken from www.comcast.net/terms/subscriber.jsp

ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

Comcast Services will be provided to you ("you," "your," or "Customer") on the terms and conditions set forth in this Agreement for Residential Services (the "Agreement") by the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area ("Comcast," "we," "us," or "our") and in any applicable Tariff(s) on file with the FCC, state utility commission or other comparable state agency. For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by or is under common control with Comcast Corporation. Services may include, but are not limited to, cable television service ("Video"), Comcast High-Speed Internet service ("HSI"), and Comcast Digital Voice Service ("CDV") (each a "Service" and collectively the "Services").

The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services unless otherwise indicated. Additional terms and conditions applicable to HSI and CDV are included in this Agreement in sections titled "ADDITIONAL PROVISIONS APPLICABLE TO HSI" or "ADDITIONAL PROVISIONS APPLICABLE TO CDV".

We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior Notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the "Effective Date") of the change, we will consider that you have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

Note: This Agreement contains a binding arbitration provision in Section 13 that affects your rights under this Agreement with respect to all Services.

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF THIS AGREEMENT

You will have accepted this Agreement and be bound by its terms if you use the Services or otherwise indicate your affirmative acceptance of such Services.

2. CHARGES AND BILLINGS

- a. **Charges, Fees, and Taxes That You Must Pay.** You agree to pay all charges associated

with the Services, including, but not limited to, installation charges, monthly service charges, Comcast Equipment (as defined below) charges, service call charges, measured and per call charges, applicable federal, state, and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. You agree to pay any regulatory recovery fees which Comcast invoices you for municipal, state and federal government fees or assessments imposed on Comcast, or any programs in which Comcast participates, including, but not limited to, public, educational and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting 911/E911 system. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.

For Video Customers. Video price information is supplied with our Welcome Kit.

For HSI Customers. HSI price information is available at www.comcast.com (or an alternative site if we notify you).

For CDV Customers. CDV pricing information is supplied with our Welcome Kit.

Additional pricing information is available at

www.comcast.com/CDV/termsofservice (or an alternative site if we notify you).

For Minimum Term Customers. If you have signed a minimum term addendum, which maybe available within your area, your price for Service(s) is as specified in the **minimum term addendum**.

- b. **How We Will Bill You.** Unless you have signed a minimum term addendum, Services are provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **IN ADDITION, YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, THE FIRST MONTH'S SERVICE CHARGES, COMCAST EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES.** You may be billed for some Services individually after they have been provided to you; these include measured and per-call charges (as explained below) and charges for pay-per-view movies or events, interactive television, and e-commerce.

Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring charges for

any nonrecurring services you have received. If you make partial payment of any bill, we will apply that payment to the outstanding charges in the amounts and proportions that we determine. However, we do not waive our rights to collect the full balance owed to us by accepting partial payment.

For CDV Customers. If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Comcast, its affiliates, or suppliers as if your call were answered by the called party, Comcast will charge you for a completed call.

Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Consult the CDV pricing information for information on per-call charges and the timing of measured-call charges. You understand and agree that our paper bills for CDV contain only a summary of charges, and that detailed information about your calls and charges will be available only for a limited period at a password-protected portion of our Website. You may call 1-800-COMCAST for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records except as otherwise required by applicable law. Comcast reserves the right to limit or block any CDV usage as Comcast deems necessary to prevent harm to its network, fraud, or other abuse of CDV services.

c. Third-Party Charges That Are Your Responsibility. You acknowledge that you may incur charges with third-party service providers that are separate and apart from the amounts charged by us. These may include charges resulting from accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or Interactive options on your Video Service, if applicable, or otherwise. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

d. Alternative Billing Arrangements. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We shall not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.

e. Payment by Credit Card or Check. If you use a credit card to pay for the Services, that use is governed by the card issuer agreement for that card, and you must refer to that agreement for your rights and liabilities as a cardholder. If Comcast does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize Comcast to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Comcast and that any such notations shall have no legal effect.

f. Our Remedies if You Pay Late or Fail to Pay

Late or Non-Payments: You may be billed fees, charges and assessments related to late payments or non-payments if for any reason (i) Comcast does not receive from you any required payment for the Services by the payment due date or (ii) you pay less than the full amount due for the Services.

Fees Not Considered Interest or Penalties: Comcast does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges or penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

Collection Costs: If we are required to use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

Suspension/Disconnect: If you fail to pay the full amount due for any or all of the Services then Comcast, at its sole discretion in accordance with applicable law, may suspend or disconnect any or all the Services you receive.

g. Reconnection Fees and Related Charges. Should you wish to resume a Service after

any suspension, we may require you to pay a reconnection fee. Should you wish to reinstate any or all Services after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Agreement and applicable law.

h. Our Right to Make Credit Inquiries. YOU AUTHORIZE COMCAST TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

i. Your Responsibilities Concerning Billing Questions. Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Comcast within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

3. REFUNDABLE DEPOSIT

We may require you to pay a refundable deposit when you activate the Service(s). We may also require you to pay a refundable deposit after activation of the Service(s) if you add Comcast Equipment and/ or Service(s) or if you fail to pay any amounts when they are due hereunder. If we disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for Services or for any Comcast Equipment that is damaged, altered, or not returned).

4. CHANGES TO SERVICES

Subject to applicable law, we have the right to change our Services, Comcast Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services, including but not limited to, content, functionality, hours of availability, customer equipment requirements, speed and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change. Please take the time to read any notices of changes to the Service(s). We are not liable for failure to deliver any programming, services, features or offerings except as provided in Section 11e.

5. ACCESS TO YOUR PREMISES

You agree to allow us and our agents the right, to enter at reasonable times your property upon which the Services and/or Comcast Equipment will be provided (the "Premises"), for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Comcast Equipment used to receive any of the Services. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT

Comcast Equipment. You agree that except for the wiring installed inside the Premises ("Inside Wiring"), all Comcast equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. Comcast Equipment includes all new or reconditioned equipment installed, provided or leased to you by us or our agents, including but not limited to, cabling or wiring and related electronic devices, cable modems, multimedia terminal adapters ("MTA"), wireless gateway/routers, any other hardware and all software or "downloads" to Comcast Equipment. You agree to use Comcast Equipment only for the Services pursuant to this Agreement. We may remove or change the Comcast Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You agree to allow us access to the Premises for these purposes. You may not sell, lease, abandon or give away the Comcast Equipment, or permit any other provider of video, high speed data or telephone services to use the Comcast Equipment. The Comcast Equipment may only be used in the Premises. At your request, we may relocate the Comcast Equipment in the Premises for an additional charge, at a time agreeable to you and us. **YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE COMCAST EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.** You agree that you will not allow anyone other than Comcast employees or agents to service the Comcast Equipment. We suggest that the Comcast Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Comcast Equipment to us in an undamaged condition.

Customer Equipment.

Responsibility: Comcast has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that you elect to use in connection with the Services or Comcast Equipment (the "Customer Equipment".)

For HSI and CDV Customers. You can find Comcast's current minimum technical and other requirements for HSI customers at

www.comcast.net/help/faq/index.jsp?faq=Computer_Setup117528 and for CDV customers at www.comcast.com/customers/faq/FaqCategory.ashx?CatId=288. These requirements may be located at an alternative site if we so notify you. To use CDV, you will need a MTA that meets our specifications. In some areas, we may permit you to use CDV with an MTA that you have purchased. Depending on availability in your area, you may have an option to install the MTA yourself or to have Comcast install it for you. You agree to keep the MTA plugged into a working electrical power outlet at all times. Whether a cable modem, gateway/router, MTA or other device is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in these devices remotely or on the Premises at any time that we determine it necessary or desirable in order to provide Services to you in accordance with our specifications and requirements.

For CDV Customers. In order to use CDV, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. If you live in an apartment or a similar multi-tenant dwelling, you may have to provide a cordless phone as well. If we do not have access to the inside phone wiring in your home or if you are installing CDV yourself without the assistance of a Comcast technician ("self-installation") where we make that option available, you will need to plug a cordless phone into the MTA in order to use CDV throughout your home. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF CDV VIA THE CORDLESS PHONE. DO NOT ATTEMPT TO CONNECT CDV TO INSIDE PHONE WIRING YOURSELF (see "Connecting an MTA to Inside Phone Wiring"). In order to use online features of CDV, where we make those features available, you are required to provide certain hardware, such as a personal computer, software, an Internet browser, and access to the Internet.

Non-Recommended Configurations: Customer Equipment that does not meet Comcast's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICES. YOU

ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR COMCAST EQUIPMENT. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Comcast reserves the right to deny you customer support for the Services and/or terminate Service(s) if you use a Non-Recommended Configuration.

No Unauthorized Devices or Tampering: You agree not to attach any unauthorized device to Comcast Equipment or the Services. If you make any unauthorized connection or modification to Comcast Equipment or the Services or any other part of our cable network, we may terminate your Service and recover such damages as may result from your actions. Unless expressly authorized by us, you agree not to install anything to intercept or receive any of the Services offered over our cable network or to assist any person in intercepting or receiving any of the Services offered over our cable network. You also agree that you will not attach anything to the Inside Wiring, Comcast Equipment or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our cable network or degrades our cable network's signal quality or strength or creates signal leakage.

You hereby agree that we may recover damages from you for tampering with any Comcast Equipment or any other part of our cable network or for receiving unauthorized Service(s). You agree that it would be difficult if not impossible to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the alteration or improper use of Comcast Equipment. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Services in addition to our cost to replace any altered, damaged or unreturned Comcast Equipment or other equipment owned by Comcast, including any incidental costs. The unauthorized reception of the Services may also result in criminal fines and/or imprisonment.

For CDV Customers. You will be liable for all authorized and unauthorized CDV use. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the MTA has been stolen or that your Services are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft of your MTA or unauthorized use of your CDV Services. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you.

Inside Wiring. You may install Inside Wiring, such as additional cable wiring and outlets, provided it does not interfere with the normal operations of our cable network. If you have us

install Inside Wiring, we will charge you for that service. Regardless of who installed it, we consider the Inside Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Inside Wiring, unless you and Comcast have agreed otherwise in writing. (If you do not own the Premises, contact your landlord or building manager about the repair or maintenance of Inside Wiring.) If you have us repair or maintain the Inside Wiring, we will charge you for that service.

For CDV Customers. Except as described below, you may use CDV with your telephone Inside Wiring, as long as we have reasonable access to it and you have the right to give us access to it. If you wish to have your MTA connected to your telephone Inside Wiring, you are advised to have a Comcast technician perform the installation. To make that connection, we must first disconnect your telephone Inside Wiring from the network of your existing telephone provider (such as a Bell network), which may disable any services you receive from them. If you install CDV yourself (where self-installation is an option), you should connect the MTA to a cordless phone, not directly to your telephone Inside Wiring. If the MTA is connected to your telephone Inside Wiring without first disconnecting the wiring from any existing telephone provider's network, the MTA may be damaged and/or CDV may not operate properly.

7. USE OF SERVICES

You agree that the Services and the Comcast Equipment will be used only by you and the members of your immediate household living with you at the same address and only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the Comcast Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Services in whole or in part. You will not use or permit another to use the Comcast Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Comcast policy applicable to the Services. Use of the Comcast Equipment or Services for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited.

You acknowledge that you are accepting this Agreement on behalf of all persons who use the Comcast Equipment and/or Services and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Comcast policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services. You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents

against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services, the Comcast Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Comcast policies by you or any other user.

For HSI Customers.

Acceptable Use Policy. The Comcast Acceptable Use Policy ("AUP") and other policies concerning HSI are posted on the Service's Web site at www.comcast.net (or an alternative Web site if we so notify you). You further agree that Comcast may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE COMCAST POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.

Prohibited Uses of HSI. You agree not to use HSI for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, "Web hosting" or other similar applications, for any business enterprise, or as an end-point on a non-Comcast local area network or wide area network. You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of any breach of this Section including, but not limited to, any claims based on or arising out of any material violation of any applicable law.

For CDV Customers. You agree the MTA and CDV will only be used at the Premises, except that certain online features may be accessible from locations other than the Premises. You understand and acknowledge that if you improperly install the Comcast Equipment or CDV at another location in the Premises, then CDV, including but not limited to 911/E911, may fail to function or may function improperly. If you move the MTA or CDV to another location without notifying us, you do so in violation of this Agreement and at your own risk. You expressly agree not to use CDV for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your use of CDV is excessive or in violation of this Agreement, we reserve the right (i) immediately and without notice to terminate or modify CDV or (ii) assess additional charges for each month in which any

excessive usage occurred.

8. ASSIGNABILITY

This Agreement and the Services furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

9. TERMINATION OF THIS AGREEMENT

Term. This Agreement will be in effect from the time that charges commence until (i) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (ii) it is replaced by a revised Agreement. If you self-install Comcast Equipment, Service charges begin the earliest of (i) the day on which you picked up Comcast Equipment at our service center, (ii) the day you install the Service, or (iii) five (5) days after the date we ship the Comcast Equipment to you. If you self-install an MTA, cable modem or converter that you obtained from a source other than Comcast, charges begin the day that your order for the Services is entered into our system. The option to self-install an MTA, cable modem or converter and/or to use a non-Comcast-supplied MTA, cable modem or converter is subject to availability. Any non-Comcast supplied MTA, cable modem or converter must comply with Comcast's minimum requirements.

Termination by You. Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying Comcast in one of three ways: (i) send a written notice to the postal address of your local Comcast business office; (ii) send an electronic notice to the e-mail address specified on www.comcast.com; or (iii) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges will accrue until this Agreement has terminated, the Services have been disconnected, and all Comcast Equipment has been returned. We will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Comcast for the Services, affiliate services, Comcast Equipment, or other applicable fees and charges).

Suspension and Termination by Comcast. Under the conditions listed below, Comcast reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized users (e.g., email or voicemail). Comcast may take these actions if it: (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Comcast's ability to provide the Services to you or others, (iii) reasonably

believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that such use or information interferes with or endangers the health and/or safety of our personnel or third parties. Comcast's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Services or information transmitted by or to you or users.

Your Obligations upon Termination. You agree that upon termination of this Agreement you will do the following:

You will immediately cease all use of the Services and all Comcast Equipment;
You will pay in full for your use of the Services up to the date that this Agreement has been terminated and the Services are disconnected; and
Within ten (10) days of the date on which Services are disconnected, you will return all Comcast Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted. Otherwise, you will be charged the amount set forth in the current pricing lists for such Comcast Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of Comcast Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the Comcast Equipment. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove the Comcast Equipment and other material provided by Comcast. We will conduct this removal at a time agreed on by you and us, and you will ensure that all Comcast Equipment is returned to Comcast.

10. LIMITED WARRANTY

THE COMCAST EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE COMCAST EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS

OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

11. LIMITATION OF COMCAST'S LIABILITY

Application. The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of Comcast and its underlying third-party service providers, agents and suppliers (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.

Customer Equipment. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF COMCAST EQUIPMENT AND THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMCAST, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS, WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

For HSI Customers. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION OR REPAIR OF HSI. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER OR OTHER DEVICES USED IN CONNECTION WITH YOUR COMPUTER MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

Other Services or Equipment. BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST COMCAST FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE COMCAST EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF

SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 9.

Software. When you use certain features of the Services, such as online features (where available), you may require special software, applications, and/or access to the Internet, Comcast makes no representation or warranty that any software or application installed on Customer Equipment, downloaded from the Service, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Services if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment.

NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In addition, as part of the installation process for the software and other components of the Service, system files on your Customer Equipment may be modified. Comcast does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. Comcast does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY

LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any cable signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services. In all other cases an interruption of the Services, you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically otherwise provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR WAGES.** Any credits provided by Comcast are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Comcast.

For CDV Customers. You understand and acknowledge that you will not be able to use CDV under certain circumstances, including but not limited to the following:

(i) if our network or facilities are not operating or (ii) if normal electrical power to the MTA is interrupted and the MTA does not have a functioning battery backup. You also understand and acknowledge that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, CDV will not function until normal power is restored. You also understand and acknowledge that you will not be able to use online features of CDV, where we make those features available, under certain circumstances including but not limited to the interruption of your Internet connection.

Directory Listings. IF WE MAKE AVAILABLE AN OPTION TO LIST YOUR NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (I) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (II) YOU REQUEST THAT YOUR NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (III) THE PUBLISHED OR LISTED INFORMATION FOR YOUR ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. YOU SHALL HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS IN REFERENCED ABOVE.

Third Parties. Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation their services, equipment, infrastructure or content. Comcast is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure or content, whether or not they constitute components of the Services. Comcast shall not be bound by any undertaking, representation or warranty made by an agent or employee of Comcast or of our underlying third-party providers and suppliers in connection with the installation, maintenance or provision of the Services, if that undertaking, representation or warranty is inconsistent with the terms of this

Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). Comcast is not responsible for any services, equipment, infrastructure and content that are not provided by us (even if they are components of the Service), and we shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the creators of such services, equipment, infrastructure and content.

We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Services.

Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS: (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE COMCAST EQUIPMENT OR THE SERVICES OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICES (INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION OR FAILURE OF PERFORMANCE OF THE SERVICE, THE COMCAST EQUIPMENT OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL OR OTHER INFORMATION OR DATA); OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE

COMCAST EQUIPMENT OR THE SERVICES BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Customer's Sole Remedies. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its employee, affiliates, suppliers, agents and contractors is limited to the maximum extent permitted by law.

Survival of Limitations. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

12. INDEMNIFICATION AND LIABILITY OF CUSTOMER

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR COMCAST EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (iii) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION OR MEDICAL MONITORING SYSTEM; AND (iv) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

13. BINDING ARBITRATION

Purpose. If you have a Dispute (as defined below) with Comcast that cannot be resolved through the informal dispute resolution process described in this Agreement, you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will

have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

Definitions. As used in this Provision, the term "Dispute" means any dispute, claim or controversy between you and Comcast regarding any aspect of your relationship with Comcast that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision (with the exception of the enforceability of the class action waiver clause provided in paragraph F(2)). "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Provision, "Comcast" means Comcast Cable Communications, LLC., its officers, directors, employees and agents, and all entities using the brand name "Comcast", including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies. As used in this Provision, the term "Arbitration Provision" means all the terms of this Section 13.

Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY VISITING WWW.COMCAST.COM/ARBITRATIONOPTOUT, OR BY MAIL TO COMCAST 1500 MARKET ST., PHILADELPHIA, PA 19102 ATTN: LEGAL DEPARTMENT/ ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICES TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or Comcast elect to resolve your Dispute with Comcast through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York,
NY 10017-4605, 1-800-778-7879, www.adr.org

National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405-0191,

1-800-474-2371, www.arbitration-forum.com

Arbitration Procedures. Because the service provided to you by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Comcast may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration, however, shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization chosen, this Arbitration Provision shall govern. If the arbitration organization that you select will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint a service that will enforce the Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization.

The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

Restrictions:

YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO SECTION 3 OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.

ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH COMCAST UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

Location of Arbitration. The arbitration will take place at a location, convenient to you, in the area where you receive the service from us.

Payment of Arbitration Fees and Costs. COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING

TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

Severability. If any clause within this Arbitration Provision (other than the class action waiver clause identified in paragraph F(2)) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

In the event that this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

Exclusions from Arbitration. YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. ? 522(9); AND (5) ANY DISPUTE THAT YOU PURSUE BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

Continuation. This Arbitration Provision shall survive the termination of your service with Comcast.

SPECIAL NOTE REGARDING ARBITRATION FOR CALIFORNIA

CUSTOMERS: IF YOU ARE A COMCAST CUSTOMER IN CALIFORNIA, COMCAST WILL NOT SEEK TO ENFORCE THE ARBITRATION PROVISION ABOVE UNLESS WE HAVE NOTIFIED YOU OTHERWISE.

14. CUSTOMER PRIVACY NOTICE AND SECURITY

Comcast will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide any Service to you, and annually afterwards, or as otherwise

permitted by law. You can view the most current version of our privacy notice by going to www.comcast.com, searching for "privacy policy," and selecting the appropriate link. To the extent that Comcast is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Comcast's information security policy to provide such notice to you in the manner set forth in Section 16.

15. GENERAL

Entire Agreement. This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and they replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If Comcast fails to insist upon or enforce strict performance of any provision of this Agreement, it shall not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

Additional Representations and Warranties. In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

Age: You are at least 18 years of age.

Customer Information: During the term of this Agreement, you have provided and will provide to Comcast information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. If you fail to provide and maintain accurate information, you will breach this Agreement.

Information Provided to Third Parties. Comcast is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security and other risks associated with providing CPNI or personally identifiable information to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

Revocable License. The Services and Comcast Equipment, including but not limited to any firmware or software embedded in the Comcast Equipment or used to provide the Services, are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Comcast Equipment or used to provide the Services. You expressly agree that you will use the Comcast Equipment exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

Protection of Comcast's Information and Marks. All Service information, documents, and materials on our Web sites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Comcast and its affiliates are and shall remain the exclusive property of Comcast. Nothing in this Agreement shall grant you the right or license to use any of the marks.

Export Laws. You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

Retention of Rights. Nothing contained in this Agreement shall be construed to limit Comcast's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Comcast and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Comcast's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP, web space addresses and voice mail. In the event you cancel your Comcast Digital Voice Service account without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names or addresses.

16. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT

We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e-mail, or by

other permitted communication. If you find the change unacceptable, you have the right to cancel your Services. However, if you continue to receive Services after the change, we will consider this your acceptance of the change.

For HSI and CDV Customers. Comcast may deliver any required or desired notice to you in any of the following ways, as determined in our sole discretion: (i) by posting it on www.comcast.net, www.comcast.com or another Web site about which you have been notified, (ii) by sending notice via first class U.S. postal mail or overnight mail to your Premises; by sending notice to the e-mail address on Comcast's account records, or (iii) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. Because we may from time to time notify you about important information regarding the Services and this Agreement by these methods, you agree to regularly check your postal mail, e-mail and all postings at www.comcast.net, www.comcast.com or on another Web site about which you have been notified or you bear the risk of failing to do so.

ADDITIONAL PROVISIONS APPLICABLE TO HIGH-SPEED INTERNET SERVICE

In addition to the provisions above that are applicable to Comcast Video, HSI and CDV, the following are specifically applicable to HSI Customers, including the Software License Agreement attached as Exhibit A to this Agreement.

INTELLECTUAL PROPERTY RIGHTS

End User Licenses. You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with HSI including, without limitation, the Comcast Software License Agreement, the current version of which is attached to this Agreement as Exhibit A, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate; you agree to destroy at that time all versions and copies of all software received by you in connection with HSI.

Ownership of Addresses. You acknowledge that use of HSI does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and Web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes.

Authorization. Comcast does not claim any ownership of any material that you publish, transmit or distribute using HSI. By using HSI to publish, transmit or distribute material or content, you (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize Comcast, its agents, suppliers, and affiliates to reproduce, publish, distribute, and display the content worldwide and (iii) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using HSI may be copied, republished or distributed by third parties, and you agree to indemnify, defend and hold harmless Comcast, its agents, suppliers, and affiliates for any harm resulting from these actions.

Copyright. Title and intellectual property rights to HSI are owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. You may not copy, redistribute, resell or publish any part of HSI without express prior written consent from Comcast or other owner of such material.

Material Downloaded through HSI. In addition to any content that may be provided by us, you may access material through HSI that is not owned by Comcast. Specific terms and conditions may apply to your use of any content or material made available through HSI that is not owned by Comcast. You should read those terms and conditions to learn how they apply to you and your use of any non-Comcast content.

IP ADDRESSES

Comcast will provide you with dynamic Internet protocol ("IP") address(es) as a component of HSI, and these IP address(es) can and do change over time. You will not alter, modify, or tamper with dynamic IP address(es) assigned to you or any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software that provides for static IP address(es) on or in conjunction with any computer(s) or network device connected to HSI. If applicable, Comcast will release and/or recover the dynamic IP address(es) when the Service or this Agreement is disconnected, discontinued, or terminated.

ADDITIONAL LIMITATIONS ON COMCAST'S LIABILITY FOR HSI

Responsibility for Content. You acknowledge that there is some content and material on the Internet or otherwise available through HSI which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or

local laws, rules or regulations or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.

Monitoring of Postings and Transmissions. Comcast shall have no obligation to monitor postings or transmissions made in connection with HSI. However, you acknowledge and agree that Comcast and its agents have the right to monitor, from time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content. Comcast may also use and disclose them in accordance with the Comcast High-Speed Internet Acceptable Use Policy and other applicable policies, and as otherwise required by law or government request. We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.

Eavesdropping. Our facilities are used by numerous persons or entities including, without limitation, other subscribers to HSI. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of HSI. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of HSI. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk.

NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge

that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.

FTP/HTTP Service Setup. You acknowledge that when using HSI there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.

File and Print Sharing. HSI may function in some ways as a Local Area Network (LAN) with each Customer constituting a node on the network. As such, users outside of the Premises may be able to access the Customer Equipment and other equipment connected in some way to the Customer Equipment. In addition, some available software includes capabilities that will permit other users to gain access to the Customer Equipment and other equipment connected in some way to the Customer Equipment, and to the software, files and data stored on such equipment. Unless you are subject to a HSI service plan that expressly provides otherwise, we recommend that you connect only a single computer to HSI and that you disable file and print sharing and other capabilities that allow outside users to gain access to the Customer Equipment. You acknowledge that if you fail to follow these recommendations and choose to run these applications, you should take appropriate security measures, and that you do so at your sole risk. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO ACCESS BY OTHERS OF THE CUSTOMER EQUIPMENT OR ANY OTHER EQUIPMENT CONNECTED IN SOME WAY TO THE CUSTOMER EQUIPMENT, OR TO

THE SOFTWARE, FILES AND DATA STORED ON SUCH EQUIPMENT.

Facilities Allocation. Comcast reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support HSI, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with HSI.

Cookies. You acknowledge that accessing certain Web sites through HSI may result in a "cookie" being placed on your computer system. Cookies are small files stored on a computer's hard drive to simplify and improve a user's Web experience. If you don't want them placed on your computer system, it is your responsibility to disable or restrict the placement of cookies through whatever procedures are available on your browser.

ADDITIONAL PROVISIONS APPLICABLE TO CDV SERVICE

In addition to the General Terms and Conditions above, the following terms and conditions are specifically applicable to CDV Customers, including any applicable Tariff(s) on file now or hereafter with the FCC or any state utility commission or comparable state agency in your jurisdiction, which are incorporated into this Agreement by reference.

SPECIAL NOTICE FOR COMCAST DIGITAL VOICE SUBSCRIBERS:

LIMITATIONS OF CDV SERVICE

Limitations. CDV includes 911/Enhanced 911 functionality ("911/E911") that may differ from the 911/E911 functionality furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL 1-800-COMCAST.

Correct Address: In order for your 911/E911 calls to be properly directed to emergency services, Comcast must have your correct Premises address. If you move CDV to a different address without Comcast's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or CDV (including 911/E911) may fail altogether. Therefore, you must call 1-800-COMCAST before you move CDV to a new address. Comcast will need several business days to update your Premises address in the E911 system so that your 911/E911 calls can be properly directed. All changes in service address require Comcast's

prior approval.

Service Interruptions: CDV Service uses the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

Suspension and Termination by Comcast: You understand and acknowledge that all CDV Service, including 911/E911, as well as all online features of CDV, where we make these features available, will be disabled if your account is suspended or terminated.

Limitation of Liability and Indemnification. YOU ACKNOWLEDGE AND AGREE THAT COMCAST WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

ADDITIONAL CDV-SPECIFIC PROVISIONS REGARDING CUSTOMER

EQUIPMENT

Incompatible Equipment and Services. You acknowledge and understand that CDV may not support or be compatible with:

Non-Recommended Configurations as defined in Section 6.b (including but not limited to MTAs not currently certified by Comcast as compatible with the Services);

Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring devices, certain home detention devices, certain fax machines, and certain "dial-up" modems;

Rotary-dial phone handsets, and certain makes and models of other voice-related communications equipment including key systems, private branch

exchange (PBX) equipment, answering machines, and traditional Caller ID units;

Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; 311, 511, or other N11 calling (other than 411, 611, 711, and 911); and Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling).

TRANSFER OF YOUR PHONE NUMBER(S)

For information about switching to another provider from CDV and the assignment of telephone numbers related to CDV Service please call 1-800-COMCAST.

CUSTOMER INFORMATION

Comcast and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other information that is stored on Comcast's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

EXHIBIT A: COMCAST SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: BY USING ANY SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THE COMCAST HIGH-SPEED INTERNET SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SOFTWARE LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.

GRANT OF LIMITED LICENSE The operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority, or its affiliate, ("Comcast") grants you (which for purposes of this Software License Agreement shall include members of your immediate household for whom you will be responsible hereunder), without additional fee or charge to you, a nonexclusive limited, personal and nontransferable license, with restrictions as described below, to install and use any software program, in object code only, provided to you by, or on behalf of, Comcast in connection with the Comcast High-Speed Internet service (the "Software"), which includes any documentation accompanying the Software, for the sole purpose of using the Comcast High-Speed Internet service, and to make one (1) backup copy of the

Software, provided that (i) the Software is installed on only the number of personal computers authorized by Comcast (which number shall be one (1) unless otherwise agreed to by Comcast), (ii) the Software may NOT be modified; (iii) all copyright notices are maintained on the Software; and (iv) you agree to be bound by all the terms of this Software License Agreement. Software is only for your own personal, non-commercial use and not for use in the operation of a business or service bureau or for the benefit of any other person or entity.

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Some features of certain Software are provided by third parties, and those third parties may collect or transmit personally identifiable and non-personally identifiable information about you in the course of providing these features. These third parties are not authorized to use your personally identifiable information except for the purpose of providing their services to you through Software. Your use of Software is subject to the terms of the Comcast Customer Privacy Notice, the Comcast Acceptable Use Policy and other applicable terms and policies.

RESTRICTIONS AND REQUIREMENTS

This Software License Agreement is your proof of license to exercise the rights granted herein. In order to satisfy your obligations hereunder and to maintain the

confidentiality of the Software, you must take reasonable steps to protect the Software consistent with the license restrictions set forth herein and Comcast's and other third parties' ownership rights in the Software, including informing anyone permitted access to your computer and the Software about such restrictions on the use of the Software.

As a condition of the limited license for the Software you may not: (i) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Software or any part thereof; (ii) reverse engineer, decompile, translate, adapt, disassemble or otherwise reduce the Software to human readable form; (iii) attempt to create the source code from the object code for the Software; (iv) transmit the Software over any network or between any devices, although you may use the Software to make such transmissions of other materials; (v) make any third party software contained in the Software a stand-alone product; (vi) take any action that will infringe on the intellectual property or other proprietary rights of Comcast or any third party software provider; or (vii) sublicense, rent, lease, or assign the Software. You may transfer the Software to other computers you own as long as you only use it on only the number of computers authorized by Comcast.

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You have the obligation to protect yourself and minimize any damages you might suffer if the Software or any portion thereof, has a defect or fails for any reason.

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The Software may include one or more features intended to protect your computer from unauthorized access, viruses, "phishing" or other harmful activities. The Software may be useful in diminishing the number of times that your computer will be affected by such harmful activities, but neither Comcast nor the providers of any particular Software can guarantee that the Software will prevent all such harmful activities or that bad actors will not find ways to circumvent the Software. Any ratings of Web sites provided through Software are designed to help you acquire the information you need to help you make your own decisions about whether or not to exchange sensitive or confidential information with a particular Web site, and are not intended to serve as a guarantee of the trustworthiness of a domain or Web site. As such, you should remain vigilant in your use of the Internet. THE LIABILITY OF COMCAST AND THE OTHER PROVIDERS OF THE SOFTWARE TO YOU IS EXPRESSLY LIMITED AS SET FORTH BELOW AND THAT BY USING THE SOFTWARE YOU ACCEPT AND AGREE TO THESE LIMITATIONS.

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SUCH DAMAGES. (Certain laws in some states do not allow the exclusion of implied warranties or the limitation of certain damages. If such laws apply, certain of the exclusions or limitations in this Software License Agreement may not be applicable to you.)

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This Software License Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of the Software or information about such Software that may be imposed from time to time by the government of the United States of America. You shall not export the Software, or any portion thereof, or information about the Software without consent of Comcast and compliance with such laws, regulations, orders, or other restrictions.

TERMINATION

This Software License Agreement is effective only during the term of this Agreement and shall terminate upon any termination of this Agreement. You may terminate this Software License Agreement at any time by destroying or returning to Comcast all copies of the Software and associated documentation in your possession or under your control and terminating this Agreement. This Software License Agreement will terminate: (i) at any time that this Agreement is terminated or (ii) if Comcast finds that you have violated any of the terms of this Software License Agreement. Upon termination, you agree to destroy or return to Comcast all copies of the Software and documentation and, upon Comcast's request, to certify in writing that all known copies, including backup copies, have been destroyed. No waiver of any breach of any provision of this Software License Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless it is made in writing and is signed by an authorized representative of the waiving party. All provisions relating to confidentiality, proprietary rights, and nondisclosure shall survive the termination of this Software License Agreement.

GENERAL

Disputes under this Software License Agreement shall be construed, interpreted and governed in accordance with Section 13 of this Agreement.

Comcast may modify the Software and may amend or modify this Software License Agreement at any time in its sole discretion upon notice to you. Comcast will notify you of any such modifications or amendments as provided in this Agreement. Customer agrees that any methods set forth therein will constitute

sufficient notice of any change to this Software License Agreement. Your continued use of the Software following notice of such change shall be deemed to be your acceptance of any such change. If you do not agree to any such change, you must immediately stop using the Software and notify Comcast that you are terminating this Software License Agreement and this Agreement. You may not amend or modify this Software License Agreement without Comcast's prior written consent, which we may provide or withhold in our sole discretion. Any attempt by you to amend or modify this Software License Agreement by any other means, including but not limited to, a check notation, a restrictive endorsement, or a note with a payment, is invalid and unenforceable.

Comcast may assign its rights and obligations under this Software License Agreement, without notice, to (i) any affiliate of Comcast, (ii) to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of Comcast or any affiliate of Comcast, or (iii) to any person or entity purchasing or otherwise acquiring the Comcast system serving the Premises (as defined in this Software License Agreement).

This Software License Agreement and this Agreement shall constitute the entire Agreement between the parties hereto. If any part of this Software License Agreement is found invalid or unenforceable, the remainder of this Software License Agreement shall remain in full force and effect and shall be interpreted so as to reasonably give effect to the intention of the parties.

COMCAST HIGH-SPEED INTERNET HOME NETWORKING AMENDMENT TO COMCAST AGREEMENT

THIS AMENDMENT (the "Amendment") is made between the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority and you as the Customer, and is effective upon the installation of the Comcast Home Networking Service. This Amendment modifies and is made a part of the Comcast Agreement for Residential Services (the "Agreement"). Unless otherwise defined in this Amendment, all capitalized terms in this Amendment shall have the specified meanings in the Agreement.

USE OF SERVICE

The Agreement is hereby modified solely to permit you to use the Service in connection with the multiple connection of up to five (5) personal computing devices within your Premises to the Service (the "Comcast Home Networking Service") in accordance with Comcast's then current published Comcast Home Networking Service description (which

may be changed from time to time in our sole discretion). You shall be solely responsible for and shall indemnify and hold Comcast and its affiliates, suppliers, and agents harmless from and against any and all claims and expenses (including reasonable attorney's fees) arising out of your use or misuse of the Comcast Home Networking Service. You acknowledge and agree that the Comcast Home Networking Service is for residential, non-commercial purposes only. The Comcast Home Networking Service is not a commercial service and may not be used for commercial purposes. Please contact your local Comcast office to inquire about commercial service options.

COMCAST HOME NETWORKING SERVICE

The term "Service" shall include the Comcast Home Networking Service. The term "Comcast Equipment" shall include any Comcast Home Networking Service equipment such as gateways, routers, or wireless cards rented from or otherwise supplied by or on behalf of us to you. The term "Customer Equipment" shall include any equipment owned or otherwise provided by you in connection with your use of the Comcast Home Networking Service. We reserve the right to provide the Comcast Home Networking Service and support for that service only to the extent that you use equipment compatible with the Comcast Home Networking Service, such as CableHome?-certified gateways/routers. Further, you acknowledge that the use of the Comcast Home Networking Service may periodically require updates and/or changes to the software resident in the equipment used in connection with the service. These updates and changes may be performed remotely or on-site by Comcast and/or its affiliates, suppliers, or agents at their sole option. You hereby consent to these updates, which will be performed as deemed necessary by Comcast and/or its affiliates, suppliers, or agents, with or without notice to you. In addition, you acknowledge that the use of the Comcast Home Networking Service may periodically require provisioning, configuration, management, diagnostics, and other administration to or in connection with the service and the equipment used in connection with the service. These activities may be performed remotely or on-site by Comcast and/or its affiliates, suppliers, or agents at their sole option. You hereby consent to such provisioning, configuration, management, diagnostics, and other administration, which will be performed as deemed necessary by Comcast and/or its affiliates, suppliers, or agents, with or without notice to you. You acknowledge and agree that when using the Service (including the Comcast Home Networking Service) to access the Internet or any other online network or service, there are certain risks that may allow other Service users and Internet users to gain access to your computer system. You should take all appropriate security measures when using the

Comcast Home Networking Service, including those recommended by Comcast and our affiliates, suppliers, or agents. Neither Comcast nor our affiliates, suppliers, or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of the Comcast Home Networking Service by you, including without limitation, damages resulting from others accessing your computer or the contents of your transmissions made through the Service or your use of file sharing, print sharing, or other capabilities that allow users to gain access to your computer system.

FEES AND CHARGES

You agree to pay the then-current fees and charges for the Comcast Home Networking Service upon receipt of an invoice (including any taxes, franchise fees or other fees or charges levied by a governmental agency).

REVISION

This Amendment forms part of the Agreement between Comcast and you and may be modified by Comcast on thirty (30) days prior notice as provided for in the Agreement. Your election to continue use of the Comcast Home Networking Service thereafter shall constitute your acceptance of any modification. The Service and the Comcast Home Networking Service are subject to availability on an ongoing basis.

NO CHANGE

Except as otherwise set forth in this Amendment, the terms and conditions of the Agreement, as modified by this Amendment, shall continue to apply to the Service and your use of the Comcast Home Networking Service. In the event of a conflict between this Amendment and the Agreement arising out of your use of the Comcast Home Networking Service, the terms and conditions of this Amendment shall prevail.

TERMS AND CONDITIONS OF SALE FOR PRODUCTS FOR HIGH-SPEED INTERNET CUSTOMERS

All hardware and software purchased by you (each, a "Product") from Comcast and accompanying these Terms and Conditions of Sale for Products ("Terms and Conditions") are expressly provided to you pursuant to the Terms of Service previously provided to you when you entered into the Comcast Agreement for Residential Services with Comcast (collectively, the "Terms of Service" and together with the Terms and Conditions, the "Agreement"). To review all the Terms of Service, go to www.comcast.net/terms/, and to review the Comcast Agreement for Residential Services,

go to www.comcast.net/terms/subscriber.jsp.

By accepting delivery of the Product, you agree to be bound by and accept the terms and conditions of this Agreement and understand that the Terms of Service are incorporated by reference into this Agreement. If you do not agree to the terms and conditions of this Agreement, do not use the Product and return the Product to Comcast in the original packaging together with your proof of purchase on or before thirty (30) days after the date of purchase for a refund of the purchase price. As used in this Agreement, Comcast shall mean Comcast Cable Communications Management, LLC or any entity that controls, is controlled by or is under common control therewith.

PLEASE READ THIS DOCUMENT CAREFULLY AND PLEASE REREAD THE TERMS OF SERVICE, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

SECTION 1. NO WARRANTIES; DISCLAIMER

COMCAST MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE, THEREFORE, SOLD TO YOU "AS IS" AND "WITH ALL FAULTS", AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF THE PRODUCTS IS WITH YOU. FURTHER, COMCAST MAKES NO WARRANTY AND HEREBY DISCLAIMS ALL WARRANTIES AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCTS AND AGAINST INFRINGEMENT WITH RESPECT TO THE PRODUCTS.

COMCAST IS NOT THE MANUFACTURER OF THE PRODUCT. IN THE EVENT THAT THE MANUFACTURER HAS PROVIDED A WARRANTY WITH THE PRODUCT (WHETHER EXPRESS OR IMPLIED), COMCAST DOES NOT ADOPT, WILL NOT HONOR AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

If a disclaimer of warranties with respect to the Products is not permitted under

applicable law, then, to the maximum extent permitted by applicable law, all warranties on the Products shall be limited in duration to the period commencing on the date of your receipt of the Products and expiring (i) two years after such date or (ii) when you sell or otherwise transfer ownership of the Products to any other person or entity.

SECTION 2. LIMITATIONS OF LIABILITY

IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING WITHOUT LIMITATION TORT, CONTRACT OR OTHERWISE) SHALL COMCAST HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR: (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES OR PERSONAL INJURY (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, YOUR PURCHASE OR USE OF THE PRODUCTS, OR THE INSTALLATION, REPAIR OR SERVICING OF THE PRODUCTS BY COMCAST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON AN ASSERTION THAT THE USE OF THE PRODUCTS BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

THE MAXIMUM LIABILITY OF COMCAST ARISING FROM OR RELATING TO THIS AGREEMENT, YOUR PURCHASE OF THE PRODUCTS, OR ANY SERVICES PERFORMED WITH RESPECT TO THE PRODUCTS, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PURCHASE OF THE PRODUCTS.

The limitations of liability set forth above shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Similarly, some states do not allow the limitation or exclusion of incidental or consequential

damages. In such states, the liability of Comcast shall be limited to the maximum extent permitted by law. LEG Rev. 4/07

EXHIBIT B



600 Northgate Parkway, Suite A, Wheeling, IL 60035

March 4, 2007

Comcast Corporation Headquarters
ATTN: ARTHUR R. BLOCK
Senior Vice President, General Counsel, & Secretary
1500 Market Street
Philadelphia, PA 19102

Dear Mr. Block:

This is the second correspondence we are sending to you regarding improper blockage of email messages sent to your mutual customers. We are attempting to resolve some difficulties we are having in sending commercial email to individuals who have email accounts with your organization and who have requested the receipt of email messages from us. We have yet to hear back from you on our first correspondence dated November 11, 2006.

All of the individuals requesting emails from us have signed up with us through web sites operated by us or by our partners. Our customers have all been through an opt-in process that exceeds all requirements in the provisions of CAN-SPAM. Despite the opt-in or double opt-in vetting process, and despite our legitimate interest to deliver email to our customers, you have blocked the delivery of this email. The blocking of email by you is interfering with our legal right to send email, and generate revenue for this service. Your block of the email is thus interfering with our prospective economic advantage in the marketplace.

We received the following error message from your email servers when attempting to transmit email messages to your email servers:

550 5.2.0 63.160.172.59 blocked by ldap:ou=rblmx,dc=comcast,dc=net -> BL004
Blocked for spam. Please see
http://www.comcast.net/help/faq/index.jsp?faq=SecurityMail_Policy18628

We have submitted the block removal request, but to no avail.

It is possible that the cause of the email block is a result of your use of Spamhaus and its technology. Perhaps surbl.org and urbl.com are obtaining their data from spamhaus.org. Spamhaus has listed us on its ROKSO and SBL blacklists illegally and improperly. We have recently received a favorable judgment from United States District Court case number 06 C 3958. Among other things, the Court issued a permanent injunction against Spamhaus requiring Spamhaus to remove our ip addresses from their blacklist. To date, Spamhaus has

refused to comply with the Federal Court's order. Should your company continue to block our email based upon this listing (which continues in defiance of a court order), then we will be forced to pursue one or more alternative remedies, which could include the pursuit of a remedy from your company.

It may also be possible that the cause of the email block is a result of your use of Brightmail, a Symantec product and its technology. We have received notice from other ISPs that our email has been filtered by Brightmail's content filters in the past.

We are attempting, by this correspondence, to notify you of the improper nature of the blocking action and also to give your organization fair warning that additional blocking of our rightful sending of email - that has been requested from us by our customers - will not be tolerated. Should you continue to improperly block our client's sending of email (whether the block is caused by use of Spamhaus, Brightmail, surbl.org, urbl.com or otherwise) to customers who have requested to receive such email from our client, we will be forced to seek redress through the legal system.

We do not now, nor have we ever sent unsolicited email. All of the customers have opted in to receive email messages. We provide our customers with notice, choice and control as it relates to receiving email message. Our permission processes are in accordance with US law and they exceed the requirements outlined in CAN-SPAM. This is a legitimate business enterprise that is being harmed and damaged by the blocking of email. This wrongful block of email messages to our customers is causing direct damages equal to \$9,120 per day.

We would request that you immediately cease and desist any and all blocking of our email messages sent to our customers. Also, we respectfully request you place us and our affiliated companies on your "whitelist" so we may continue to pursue our lawful activity of sending opt-in commercial email to our customers.

With respect to this matter, we send our email messages from the following ip address range.

63.160.172.0/24 (63.160.172.0 - 63.160.172.255)

Should you have any questions regarding the foregoing, please do not hesitate to contact me directly at (847) 459-5858 or dlinhardt@gmail.com.

Very truly yours,

David W. Linhardt

Cc: Bartly J. Loethen, Darren Green